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PART I-A

CENTRAL SECTION

**Orders and Notifications (Other than those published in Part IV-B)
under the Gujarat Local Boards, Village Panchayats, Municipal
Boroughs, District Municipal, Primary Education and Local Fund Audit Acts.**

URBAN DEVELOPMENT AND URBAN HOUSING DEPARTMENT

NOTIFICATION

Sachivalaya, Gandhinagar, 19th April, 2023

GUJARAT MUNICIPALITIES ACT, 1963.

No. KV 87 of 2023/UDUHD/MSM/e-file/18/2022/1464/R:- In exercise of the powers conferred by sub-section (2) of section 47A read with the proviso to sub-section (3) of section 277 of the Gujarat Municipalities Act, 1963 (Guj. 34 of 1964), the Government of Gujarat hereby makes the following rules to provide for regulating the conditions of service of persons directly recruited to the post of Municipal Sanitary Inspector, Class III, in the Gujarat State Municipal Sanitary Inspector Service, in so far as they relate to their Pre-service Training and passing of the Post-training Examination, namely :-

1. Short title, extent and commencement. -

- (1) These rules may be called the Municipal Sanitary Inspector, Class III, in the Gujarat State Municipal Sanitary Inspector Service (Conditions of service relating to Pre-service Training and passing of Post-training Examination) Rules, 2023.
- (2) They shall apply to the persons directly recruited as Municipal Sanitary Inspector, Class III, in the Gujarat State Municipal Sanitary Inspector Service under the Urban Development and Urban Housing Department.
- (3) They shall come into force from the date of their publication in the *Official Gazette*.

2. Definitions.-

In these rules, unless the context otherwise requires,-

- (a) "Appendix" means the Appendix appended to these rules;
- (b) "Contractual Post" means the post of Municipal Sanitary Inspector, Class III in the Gujarat State Municipal Sanitary Inspector Service under the Urban Development and Urban Housing Department, on which direct recruits are appointed on contractual basis;
- (c) "Direct Recruit" means a person appointed on Contractual basis on the post of Municipal Sanitary Inspector, Class III in the Gujarat State Municipal Sanitary Inspector Service under the Urban Development and Urban Housing Department, on the recommendation of the Gujarat Subordinate Services Selection Board, Gandhinagar through competitive examination;
- (d) "Director General" means the Director General of the Sardar Patel Institute of Public Administration (SPIPA);
- (e) "Examination" means the examination held by the Sardar Patel Institute of Public Administration (SPIPA) that has imparted Pre - service training to the direct recruits;
- (f) "Institute" means the Sardar Patel Institute of Public Administration (SPIPA) or such other institute as may be notified by the Government;
- (g) "specified chances" means the number of chances specified in these rules within which person is required to pass the post - training Examination;
- (h) "specified period" means the period specified in these rules within which a person is required to pass the post-training Examination.

3. Institutional training and scheme of Post-training Examination.-

Every direct recruit shall be required to undergo institutional training in the Institute and pass the examination conducted by the Institute in accordance with the following provisions, namely: -

- (1) The institutional training shall be for a period of four weeks. This training shall be imparted by the Institute.
- (2) The direct recruits shall be under the control of the Director General of the Institute during the period of their institutional training.
- (3) The post-training Examination shall be held by the Institute after the institutional training period is over. The direct recruits who have completed the institutional training programme shall be required to pass the post - training Examination. After completion of the institutional training, the direct recruits shall be required to work in their respective offices, until their post-training examination.

4. Practical training.-

- (1) Pre-service Practical Training for Municipal Sanitary Inspector, Class III shall be for a period of two weeks.
- (2) The Municipal Sanitary Inspector, Class III shall be appointed in Municipalities to work as Trainee Municipal Sanitary Inspector along with the Chief Officer, for practical training.

5. Eligibility to appear in post-training Examination.-

- (1) In order to qualify for appearing at the examination, a direct recruit shall be required to attend a minimum of 85 percent of the total number of lectures in the institutional training otherwise he shall be disqualified for appearing in the Post-training Examination and shall be liable to be terminated from his contractual appointment.
- (2) During the period of Institutional training, a direct recruit shall not be allowed any type of leave of absence for more than three days. If the direct recruit remains absent for more than three days and the Director General of the Institute is satisfied that his absence is not due to any unavoidable circumstances beyond his control; he may direct to deduct the pay of direct recruit for the days of his absence.

6. Chances for passing of the examination. –

- (1) The direct recruits shall be required to pass the Examination within maximum three chances during their contractual period:

Provided that the persons belonging to the Scheduled Castes or Scheduled Tribes may be allowed one additional chance which shall be required to be availed of within a period of one year from the date of declaration of the result of the Examination of his third chance.

- (2) If a direct recruit fails to pass the Examination within the specified chances or specified period as required under these rules, his services shall liable to be terminated:

Provided that if the State Government is satisfied that a person could not pass the post-training Examination within the specified chances for the reasons beyond his control, it may, after recording reasons in writing allow him not more than two additional chances to pass such examination on payment of such examination fee as may be determined by the Government from time to time:

Provided further that, if a person passes the examination after availing the additional chances, he shall not be entitled to claim seniority over those persons who have passed such examination earlier than him within the specified chances and specified period.

- (3) In the circumstances mentioned in sub-rule (1) and sub-rule (2) above, if the examinations are not conducted, in time or the result thereof cannot be declared before Contractual period of the direct recruits is over, his contractual period shall be deemed to have been extended till the declaration of the result of the post-training Examination of his last additional chance avail to him.
- (4) Not appearing in the examination, shall be considered as a chance.

7. Standard for passing of Post-training Examination. -

- (1) The standard for passing the post-training Examination shall be of fifty percent (50%) of the total marks assigned to each paper.
- (2) An unsuccessful candidate who secures sixty percent (60%) or more marks in one or more papers shall be exempted from appearing in that or those papers at the subsequent examinations.

8. Scheme of examination. –

- (1) The post-training Examination shall consist of three papers. Each paper shall be of 100 (one hundred) marks. The syllabus of each paper shall be as specified in Appendix-I appended to these rules.
- (2) The Examination shall consist of Multiple Choice Questions (MCQs).
- (3) The candidate shall be allowed to answer the question of papers 1, 2 and 3 with books.

Explanation.- ‘With books’ means original book of the subject approved by the Government or the Institute from time to time which includes bare Acts and /or Rules without any commentaries or case laws and includes manual issued under the Act and published or approved by the Government.

9. Books for Institutional training.-

The Institute shall provide books for institutional training and Post-training Examination to the direct recruits without obtaining any security deposit during their institutional training in the Institute. The direct recruits shall be required to return the books as soon as the Post-training Examination is over. In case of their loss or damage, the price of the books shall be recovered from the direct recruits by the Institute.

10. Prohibition to use certain device in the examination hall.-

No direct recruit shall be allowed to carry with him any type of electronic communication devices like cellular phone, lap top, i-pad, calculator, etc. in the examination hall.

11. Publication of Result. -

The Director General shall declare the result of the Examination and shall submit the same to the Government. The Government shall publish the same in the *Official Gazette*.

12. Security and Surety Bond. –

Every direct recruit shall be required to execute a bond in the form as specified in Appendix-II appended to these rules.

13. Miscellaneous Provisions. –

- (1) The Director General is entitled to change or alter the scheme of institutional training and/or examination as per the prevailing circumstances.
- (2) The direct recruit shall not be entitled to any travelling allowance for the journey performed by him to attend institutional training and/or to appear in the examination.

APPENDIX-I

(see rule-8 (1))

Syllabus for institutional training and Post-training examination for the direct recruits of Municipal Sanitary Inspector, Class III, in the Gujarat State Municipal Sanitary Inspector Service.

Paper No.	Syllabus	Marks	Duration
1	<p>The Gujarat Municipalities Act, 1963 and The rules made thereunder:- relating to Election, Formation of different committees- their powers and duties; control over Municipalities – by the Chief Officer, Regional Commissioner, Commissioner of Municipalities and State Government- Powers, duties and responsibilities of the Chief Officer.</p> <p>Constitution of India: Provisions related to Municipalities in the 74th Constitutional Amendment, Fundamental Rights.</p>	100 (With Books) (MCQs)	3 Hours
2	<p>Provisions of the following Acts concerning to Municipalities: -</p> <ol style="list-style-type: none"> 1 The Registration of Births and Deaths Act, 1969. 2 The Right to Information Act, 2005. 3 The Gujarat Fire Prevention and Life Safety Measures Act, 2013. 4 The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act, 2013. 5 Bio Medical Waste Management Rules-2016. 6 Epidemic Disease act Various Schemes: - <ol style="list-style-type: none"> (i) National Urban Livelihood Mission (NULM); (ii) Swachh Bharat Mission (SBM); (iii) Swarnim Jayanti Mukhya Mantri Shaheri Vikas Yojana (SJMMSVY); (iv) Vajpayee Nagar Vikas Yojna; (v) Solid Waste Management Rules, 2016. 	100 (with books) (MCQs)	3 Hours
3	<p>Service Matters :-</p> <ol style="list-style-type: none"> 1 The Gujarat Civil Services Rules, 2002 (Vol. 1 to 8). 2 The Gujarat Civil Services (Conduct) Rules, 1971 and the Gujarat Civil Services (Discipline and Appeal) Rules, 1971. 3 The Prevention of Corruption Act, 1988 with special reference to chapter-v, sanction of prosecution. 4 Confidential Reports Rules & Guidelines (PAR). 5 The Bombay General Provident Fund Rules, and Contributory Provident Fund Rules. (NPS) 6 Existing Higher Pay Scale Scheme. 	100 (with books) (MCQs)	3 Hours

APPENDIX-II*(see rule 12)***SECURITY BOND**

Know all men by these presents that I _____
a candidate selected for appointment to the post of _____ on contractual basic in
accordance with the rules contained in Government Notification, _____
Department, No _____ dated the _____ (hereinafter referred to as “the
rules”) and held and firmly bound up; to the Government of Gujarat exercising the executive power of the Governor of
the State of Gujarat (hereinafter referred to as “the Government” which expression shall, unless the context otherwise
requires, include his successors in office and assigns) in the amount equal to pay and allowances paid to me by the
Government during my training plus amount prescribed by the Government from time to time towards the cost of
training imparted to me by the Institute. Being an expenditure incurred by the Government to my training and which is
to be paid to the Government for which payment, well and truly to be made I bind myself, my heirs, executors,
administrators and legal representatives by these presents. whereas I am required under the rules to execute a bond for
refund to the Government of the amount equal to pay and usual allowances drawn by me during the training in the event
of my (a) failure to complete the institutional training or (b) failure to appear in the Post-training Examination or (c)
failure to comply with any of the provisions of the contractual rules, if any, to the satisfaction of the Government, or (d)
quitting service before the completion of the period of 3 years from the date of my regular appointment on satisfactory
completion of the contractual period. Now, the condition of the above written bond is that if, I duly and faithfully
observe and perform the stipulations and conditions on my part to be observed and performed as contained in the said
rules (which rules shall be deemed to form part of these presents), then the above written bond shall be void, otherwise
the same shall remain in full force and effect:

Provided that without prejudice to other right or remedies, it shall be open to the Government to recover the
amount payable under this bond as an arrears of land revenue.

In witness whereof I have here to set my hand this _____ day of _____ 20_____

Signature of the candidate.

Signed and delivered by the above named in the presence of : -

1 Signature and full address :

2 Signature and full address :

SURETY

We (I) _____ and (II) _____
_____ residing at _____
in taluka _____ District _____ declare ourselves sureties for the above named
_____ (hereinafter referred to as “the candidate”) and guarantee
that the candidate shall do and perform all that he has undertaken to do and perform and in case of his (1) failure to
complete the institutional training or (2) failure to appear in the Post-training Examination, or (3) failure to comply with
any of the provisions of the contractual appointment, if any, to the satisfaction of the Government or (4) quitting service
before the completion of the period of 3 years from the date of his regular appointment on satisfactory completion of the
contractual period. We hereby bind ourselves jointly and severally to forfeit to the Government of Gujarat exercising the
executive power of the Government of the State of Gujarat (hereinafter referred to as “the Government”) the amount

equal to the pay and allowances paid to him by the Government during his training plus amount prescribed by the Government from time to time towards the cost of training imparted to him by the Institute. Being an expenditure incurred by the Government on his training in which the candidate has bound himself and we agree that the Government may, without prejudice to other rights or remedies available to the Government recover the said amount from us as an arrears of land revenue; and we also agree that any variation of the terms and conditions specified in the said rules will not discharge us from our liabilities to pay the said amount and for the purpose of enforcement of our liability under this agreement, our liability will be joint and several with that of the candidate.

Dated this _____ day of _____ 20 ____ signed and delivered by the said.

Date:
Place :

Signature of Surety
Full address and occupation

Date:
Place :

Signature of Surety
Full address and occupation

In the presence of:

Signature
Full address and occupation of witness.

Signature
Full address and occupation of witness.

By order and in the name of the Governor of Gujarat,

MANISH C. SHAH
Deputy Secretary to Government.

